

HERBERT HAYDEN, ESQ. (SBN 248282)

New Tech Law Group, Inc.

40931 Fremont Boulevard

Fremont, California 94538

Telephone: (510) 659-8884

Facsimile: (510) 659-1169

Attorney for Plaintiff:

Mr. Hamid Karimi

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

HAMID KARIMI,

Plaintiff,

vs.

**HON YUEN CHENG, HCL FINANCE,
INC., a California corporation, HOME
COMMUNITY LENDING, et al.,**

Defendants.

**CASE NO.: C07-02815 CW
DEFAULT JUDGMENT
(Fed. R. Civ. P. 55(b)(2))**

**Hearing date: _____
Hearing time: _____
Courtroom: _____**

On _____, 2007, the court heard Plaintiff Hamid Karimi's application for entry of a default judgment against Defendants HCL Finance, Inc., Home Community Lending, and Eloan Engine under Rule 55(b)(2) of the Federal Rules of Civil Procedure. After considering the papers submitted in connection with the application, the papers on file in this action and the authorities cited, the court finds as follows:

1. A default was entered against Defendants HCL Finance, Inc., Home Community Lending, and Eloan Engine on July 5, 2007.
2. Defendants HCL Finance, Inc., Home Community Lending, and Eloan Engine are not minors, incompetent persons, or current members of the military service.
3. Defendants HCL Finance, Inc., Home Community Lending, and Eloan Engine did not appear in this action.
4. Plaintiff Hamid Karimi has established that Defendants HCL Finance, Inc., Home Community

1 Lending, and Eloan Engine are liable to Plaintiff Hamid Karimi for damages in the amount of
2 \$123,275.60, comprised of actual damages of \$68,775.61.00 pursuant to 15 U.S.C. § 1640(a)(1);
3 \$2,000.00 pursuant to 15 U.S.C. § 1640(a)(3); \$7,500.00 pursuant to California Business and
4 Professional Code 17206; and \$45,000.00 in punitive damages pursuant to California Civil Code
5 3294, together with prejudgment interest in the amount of \$8,218.37, reasonable attorney's fees
6 of \$ 10,000.00, costs of suit of \$500.00, and that the judgment bear interest at the judgment rate
7 from the date of entry until paid. Moreover, Plaintiff Hamid Karimi requests that an order
8 declaring the unenforceability of the loan agreement insofar as it concerns the prepayment
9 penalty and reforming the agreement accordingly.

10 THEREFORE, IT IS ORDERED that:

- 11 1. Default judgment be entered against the defendants as follows: for damages of \$123,275.60,
12 together with pre-judgment interest of \$8,218.37, costs of \$500.00, and attorney's fees of
13 \$10,000.00 and that the loan agreement is unenforceable insofar as it concerns the prepayment
14 penalty and said loan agreement is reformed accordingly.
- 15 2. This judgment shall bear interest at the judgment rate from the date of entry until paid.
- 16 3. All relief not expressly granted is denied.

17 **Date:** _____, 2007

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20 Judge of the United States Bankruptcy Court
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